

9/5/03

09-09-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102544569 ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
NUCO2, Inc.
2800 S.E. Market Place
Stuart, Florida 34997

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Florida
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BNP Paribas
Internal 787 Seventh Avenue
Address: _____
Street Address: _____
City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other commercial bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

2003 SEP -5 AM 11:53
FINANCE SECTION
OFFICE OF PUBLIC RECORDS

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

Execution Date: 08/25/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

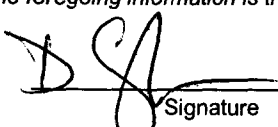
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Danice Kowalczyk, Esq.
Internal Address: White & Case
Street Address: 1155 Avenue of the Americas
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Danice Kowalczyk, Esq.
Name of Person Signing  Signature 8/28/03 Date

Total number of pages including cover sheet, attachments, and document: 6

09/08/2003 ECD/PER 00000157 2068452

01 FC:0521 40.00 OP
02 FC:0522 150.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002818 FRAME: 0901

MARK

REG. NO.

REG. DATE

Marks

Country

Registration No.

1. NuCo ₂ Inc.	USA	2,068,452, 1,985,666, 76/471,536
2. Accuroute	USA	2,691,572
3. Elevating the Co ₂ Standard	USA	76/471,525
4. The New Co ₂ Standard for Fountain Beverages	USA	76/471,526
5. Design only	USA	76/471,449

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NuCo₂ Inc., a Florida corporation, (the "Grantor") with principal offices at 2800 S.E. Market Place, Stuart, Florida 34997, hereby grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, NY 10019, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 25, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 25th day of August, 2003.

NuCo₂ Inc., Grantor

By: Eric M. Wechsler
Name: Eric Wechsler
Title: General Counsel

BNP Paribas,
as Collateral Agent and Grantee

By: Richard Cushing
Name: RICHARD CUSHING
Title: Director

STATE OF New York)
COUNTY OF New York) ss.:

On this 25th day of August, 2003, before me personally came Eric Wechsler who, being by me duly sworn, did state as follows: that he is General Counsel of NuCo₂ Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

NEERAV SHAH
Notary Public, State of New York
No. 01SH6080901
Qualified in New York County
Commission Expires Sept. 23, 2006

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 25th day of August, 2003, before me personally came RICHARD CUSHING
who, being by me duly sworn, did state as follows: that [s]he is DIRECTOR of BNP
Paribas, that [s]he is authorized to execute the foregoing Grant on behalf of said entity and that
[s]he did so by authority of the Board of Directors of said entity.

Nadia Carbone
Notary Public

NADIA CARBONE
Notary Public, State of New York
No. 31-4983445
Qualified in New York County
Commission Expires Jul 1 2007